UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN THE MATTER OF:	*	CASE No.:**06-61748-REB**
	*	
JAROME WHITLOW	*	**CHAPTER: 13**
AND	*	
MONIQUE FRANCOISE WHITLOW	*	JUDGE: **ROBERT BRIZENDINE**
	*	
DEBTORS.	*	

SECOND AMENDED CHAPTER 13 PLAN

COMES NOW, Jarome Whitlow and Monique Francoise Whitlow, by and through undersigned counsel, and files this "Amendment to Chapter 13 Plan," showing to this Honorable Court the following:

1.

Debtors do now amend the Debtor's Chapter 13 Plan, amending the monthly Trustee payment from $1,100 to $845 per month based on a change of income.

2.

Debtors amend Paragraph monthly payments to creditors based on the reduced monthly Trustee payment.

WHEREFORE Debtor prays:

(a) That this "Amendment to Chapter 13 Plan," be filed, read and considered;
(b) That this Honorable Court grant this Amendment; and
(c) That this Honorable Court grants such other and further relief as it may deem just and proper.

Respectfully submitted,

By: /s/____________________________

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GA Bar No. 325045

UNITED STATES BANKRUPTCY COURT
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MONIQUE FRANCOISE WHITLOW	*	JUDGE: **ROBERT BRIZENDINE**
	*	
DEBTORS.	*	

NOTICE OF AMENDMENT

PLEASE TAKE NOTICE that Jarome Whitlow and Monique Francoise Whitlow, the debtors, have filed papers with the Court to decrease Trustee Payments from $1100 to $845 and to adjust monthly payments to secured creditors accordingly, based on a change in employment and income.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the confirmation of this amended Plan in Courtroom 1202, United States Courthouse, 75 Spring Street, S.W., Atlanta, Georgia at 11:30 A.M. on July 10, 2007.

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Spring Street, Atlanta, Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

By: /s/__________________________
Donna L. Harding
Attorney for the Debtor
GA Bar No. 325045

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE: JAROME WHITLOW	**)**	**Case No: 06-61748-reb**
AND	**)**	**Chapter 13**
MONIQUE FRANCOISE WHITLOW	**)**	
Debtor	**)**	

SECOND AMENDED CHAPTER 13 PLAN

Extension ( ) **Composition (X)**

You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income**. Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. **Plan Payments and Length of Plan.** Debtor will pay the sum of **$ 845___** per **_Month_** to Trustee by [X] Payroll Deduction(s) or by [ ] Direct Payment(s) for the applicable commitment period of **_60** months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. *See* 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

___ IF CHECKED, Plan payments will increase by $__________on _________________, 20__ upon completion or termination of _____________.

3. **Claims Generally. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief.** An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.

4. **Administrative Claims**. Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees**. Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee.

(B). **Debtor's Attorney's Fees.** The attorney fees to be paid by Debtor are in the amount of $__2,500______ for services rendered in the case. Prior to the filing of the case the attorney received $_0.00_. The balance of $2,500 shall be disbursed by Trustee as follows:

(a) upon the first disbursement of the plan following confirmation of a plan, the Trustee shall disburse up to $_2,500 after the payment of adequate protection payments and administrative fees.

The remaining balance of the fees shall be paid up to $_800_ per month until the fees are paid in full;
(b) if the case is dismissed or converted to Chapter 7 or 11 prior to confirmation of the plan, the Trustee shall pay fees up to $_2,500___ from available funds.
(c) Any fee payments aggregating in excess of $2,500 shall require prior Court Approval, upon application and hearing pursuant to 11 U.S.C. Section 330(a).

5. **Priority Claims**.
(A). **Domestic Support Obligations**.

_X___ None. If none, skip to Plan paragraph 5(B).

(i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. *See* 11 U.S.C. §§ 101(14A) and 1302(b)(6).

(iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

__X___ None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrearage payment

(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

_____ None; or

Claimant and proposed treatment:

(B). **Other Priority Claims (e.g., tax claims)**. These priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
IRS	$12,000
GA Department of Revenue	$1,700

6. **Secured Claims**.

(A). **Claims Secured by Personal Property Which Debtor Intends to Retain**.

(i). **Pre-confirmation adequate protection payments**. No later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment.

Debtor shall make the following adequate protection payments:

______ directly to the creditor; or

__X___ to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
WFS Financial	01 Infinity I30	$100
Wells Fargo Financial	01 BMW 325CI	$100

(ii). **Post confirmation payments**. Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable**. Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. *See* § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

______ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment
Wells Fargo Financial	01 BMW 325CI	Dec 04	$17,500	6.25% Contract-ed rate	$325
WFS Financial	01 Infinity I30	March 04	$13,891	6.8% Contracted Rate	$300

(b). **Claims to Which § 506 Valuation is Applicable**. Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

_X_____ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Replacement value	(e) Interest rate	(f) Monthly payment

(c). **Other provisions**.

(B). **Claims Secured by Real Property Which Debtor Intends to Retain**. Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor	(b) Property description	(c) Estimated pre-petition arrearage	(d) Projected monthly arrearage payment
Homecomings Financial	Residence	$1,220.20	$100
Wells Fargo Home Mortgage	Residence	$330.57	Paid

(C). **Surrender of Collateral**. Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured lien holder whose collateral is surrendered will be treated as unsecured. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered

7. **Unsecured Claims**. Debtor estimates that the total of general unsecured debt not separately classified in Plan paragraph 10 is **$48,254______** After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of $_0.00_ or _0 %, whichever is greater. Trustee is authorized to increase this dollar amount or percentage, if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. **Executory Contracts and Unexpired Leases**. The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column (c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

__X____ None; or

(a) Creditor	(b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Projected arrearage monthly payment through plan (for informational purposes)

9. **Property of the Estate**. Property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

10. **Other Provisions**:

(A). **Special classes of unsecured claims**.

Student Loans to Sallie Mae to be paid at 100% through the plan.

(B). **Other direct payments to creditors**.

(C) Any federal tax refunds the Debtor is entitled to receive for the calendar years ending 2006, 2007 and 2008 shall be paid into the Debtor's Chapter 13 case. Further, the Debtor authorizes and instructs the Internal Revenue Service to send any refund for said years directly to the Debtor's Chapter 13 Trustee.

Date: _May 23, 2007______________

/s/ Donna L. Harding_____________
Debtor's Attorney

/s/ __Jarome Whitlow___________
Debtor

/s/ ___Monique Francoise Whitlow__
Debtor